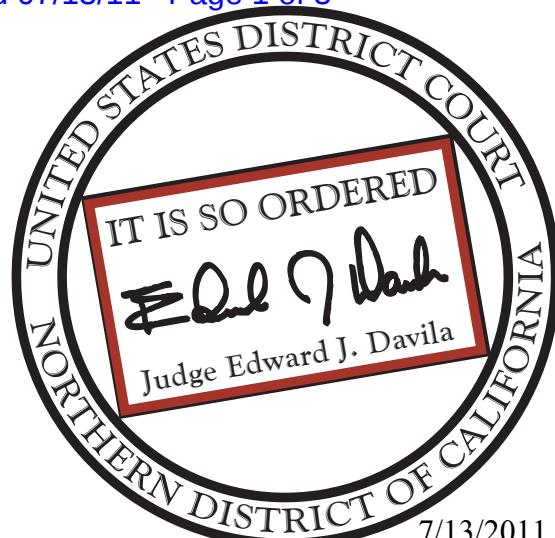


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7/13/2011

8 UNITED STATES DISTRICT COURT  
 9 NORTHERN DISTRICT OF CALIFORNIA

10  
 11 LIVINGSTON HEARING AID  
 CENTER, INC.

12 Plaintiff,

13 v.

14 INSOUND MEDICAL, INC.,

15 Defendant.

16 Case No. 5:11-CV-01965-EJD

17 **STIPULATION TO FURTHER  
 EXTEND TIME FOR DEFENDANT  
 INSOUND MEDICAL, INC. TO  
 RESPOND TO COMPLAINT OF  
 PLAINTIFF LIVINGSTON  
 HEARING AID CENTER, INC.**

18 [N.D. Cal. Local Rule 6-1(a)]

19 Date Filed: March 8, 2011

20 Date Removed: April 1, 2011

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1           WHEREAS, on March 8, 2011, plaintiff Livingston Hearing Aid Center, Inc.  
 2 (“Livingston”) filed its Complaint in the instant action in the 72nd District Court of  
 3 Lubbock County, Texas;

4           WHEREAS, on April 1, 2011, defendant InSound Medical, Inc. (“InSound”)  
 5 removed the instant action to the United States District Court for the Northern  
 6 District of Texas;

7           WHEREAS, on April 20, 2011, the United States District Court for the  
 8 Northern District of Texas granted the Parties’ Agreed Motion to Transfer Venue to  
 9 this Court;

10          WHEREAS, the instant action was transferred to this Court on April 22,  
 11 2011;

12          WHEREAS, the Court has not set a deadline for InSound to respond to  
 13 Livingston’s Complaint, and effective with the Clerk’s notice of July 12, 2011,  
 14 deadlines previously set in this action have been reset for the latter part of October  
 15 with the reassignment of the action to the Hon. Edward J. Davila;

16          WHEREAS, in light of their on-going settlement discussions, the Parties  
 17 stipulated on June 22, 2011 that InSound would file its response to Livingston’s  
 18 Complaint and file any counterclaim(s) on or before July 1, 2011;

19          WHEREAS, the Parties further stipulated on July 1, 2011 that InSound would  
 20 file its response to Livingston’s Complaint and file any counterclaim(s) on or before  
 21 July 6, 2011;

22          WHEREAS, the Parties further stipulated on July 6, 2011 that InSound would  
 23 file its response to Livingston’s Complaint and file any counterclaim(s) on or before  
 24 July 12, 2011;

25          WHEREAS, the Parties remain engaged in settlement discussions, and wish  
 26 to avoid burdening the Court or incurring potentially unnecessary attorneys’ fees  
 27 and costs during the pendency of their discussions; and,

28 / / /

1           WHEREAS, in order to avoid burdening the Court and to facilitate their  
2 continuing discussions, the Parties agree that InSound should have through and  
3 including July 26, 2011 to respond to Livingston's Complaint and file any  
4 counterclaim(s);

5           THEREFORE, the Parties, through their counsel of record, stipulate and agree  
6 as follows:

7           1.       Defendant InSound Medical, Inc. shall have through and including **July**  
8 **26, 2011** to respond to the Complaint of plaintiff Livingston Hearing Aid Center,  
9 Inc. and to file any corresponding counterclaim(s);

10          2.       The instant Stipulation shall be without prejudice to either party's right  
11 to seek a further continuance of any deadline.

13 Dated: July 12, 2011

LAW OFFICE OF MICHAEL H.  
CARPER, P.C.

16 By: /s/ Robert Nebb

17           Robert Nebb  
18           Attorneys for Plaintiff  
19           LIVINGSTON HEARING AID  
20           CENTER, INC.

20 Dated: July 12, 2011

RUTAN & TUCKER, LLP

23 By: /s/ Gerard M. Mooney

24           Gerard M. Mooney  
25           Attorneys for Defendant  
26           INSOUND MEDICAL, INC.